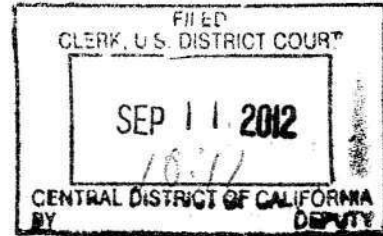


COPY

KENNETH G. EADE (SBN 93774)
keneade@gmail.com
LAW OFFICE OF KENNETH G. EADE
6399 Wilshire Blvd., Suite 507
Los Angeles, CA 90048
Telephone: 323-782-8802
Facsimile: 323-704-3539

Attorney for Plaintiff
IZAK ENGELBRECHT



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IZAK ENGELBRECHT,

Plaintiff,

v.

EXPERIAN INFORMATION
SERVICES, INC., an Ohio corporation,
TRANS UNION, LLC, a Delaware
limited liability company, EQUIFAX
INFORMATION SERVICES, LLC, a
Georgia limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

Case No.

EDCV12-1547-VAP (DPX)

VERIFIED COMPLAINT FOR

1. DECLARATORY RELIEF

**2. INJUNCTIVE RELIEF AND
DAMAGES**

PRELIMINARY ALLEGATIONS

Plaintiff, IZAK ENGELBRECHT, hereby alleges as follows:

1. Plaintiff, IZAK ENGELBRECHT, is an individual, and citizen of the state of California.

2. Defendant EXPERIAN INFORMATION SERVICES, INC., (“EXPERIAN”) is a corporation, duly formed and existing under the laws of the state of Ohio, with its principal place of business in the state of Illinois. EXPERIAN is registered with the Secretary of State of California and conducts business in this judicial district.

3. Defendant TRANS UNION, LLC (“TRANS UNION”) is a limited liability company, organized under the laws of the state of Delaware, with its principal place of business in the state of Illinois. TRANS UNION is registered with the Secretary of State of California and does business within this judicial district.

4. Defendant EQUIFAX INFORMATION SERVICES, LLC (“EQUIFAX”), is a limited liability company, organized under the laws of the state of Georgia, with its principal place of business in the state of Georgia. EQUIFAX is registered with the Secretary of State of California and does business within this judicial district.

5. Defendants EXPERIAN, TRANS UNION and EQUIFAX are Consumer Reporting Agencies, as such is defined by the Fair Credit Reporting Act, 15 USC §1681 et seq. (“FCRA”). Defendants are engaged in the business of reporting credit worthiness, credit standing, credit capacity, character and general reputation of consumers, and who routinely and regularly report information regarding Plaintiff’s creditworthiness and credit experience.

6. Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues such defendants by such fictitious names. Plaintiff is informed and believes that each of the Defendants has diverse citizenship to the Plaintiff, and Plaintiff will seek leave of court to allege their true names and citizenship when ascertained.

7. This Court has jurisdiction over this case pursuant to 28 USC §1331 (federal question), 28 USC §1332 (diversity), 15 USC §1681(p) and 1692k(d). The amount in controversy exceeds \$75,000.

8. The Court has personal jurisdiction over the Defendants and venue is proper under the FCRA, in connection with purported debts appearing on Plaintiff’s consumer

1 reports, and the Defendants' refusal to remove or correct inaccuracies regarding them,
2 despite written correspondence specifying the inaccuracies and providing information
3 that would facilitate a reasonable investigation of the matter, including the consent of
4 Plaintiff's creditors themselves.

5
6 FIRST COUNT FOR VIOLATION OF FCRA

7 9. Plaintiff hereby repeats and re-alleges each and every allegation contained
8 within Paragraphs 1 through 8, and incorporates the same by reference as though set forth
9 in full herein.

10 10. On or about June 3, 2011, American Express agreed to delete all American
11 Express trade lines of the Plaintiff from Plaintiff's Experian, Trans Union, and Equifax
12 consumer credit reports. This agreement was confirmed in writing by American Express'
13 general counsel, Joseph Diaz, a true copy of which is attached hereto and incorporated by
14 reference herein as Exhibit 1.

15 11. As a result of the agreement, for over one year, American Express directed
16 Defendants EXPERIAN and TRANS UNION to remove all references of Plaintiff's
17 American Express accounts from Plaintiff's consumer credit profiles.

18 12. Defendant EXPERIAN failed and refused, over a period of more than one
19 year, to remove derogatory references of Plaintiff's American Express accounts from
20 Plaintiff's Experian credit profile.

21 13. Defendant TRANS UNION has failed and refused to ever remove
22 derogatory references from Plaintiff's credit profiles, as can be seen from Plaintiff's
23 credit report, a true copy of which is attached hereto and incorporated by reference herein
24 as Exhibit 2.

25 14. On or about March 29, 2012, Plaintiff and JP Morgan Chase Bank entered
26 into a settlement agreement, whereby JP Morgan Chase Bank agreed to remove all
27 derogatory references to any account related to Plaintiff's real property, on which JP
28

1 Morgan Chase held first and second purchase money mortgages (the “Real Estate
2 Mortgage Trade Lines”). Attached hereto and incorporated by reference herein as
3 **Exhibit 3** is a true copy of said settlement agreement.

4 15. Over a period of six months, JP Morgan Chase Bank has directed Defendant
5 EXPERIAN to remove all trade lines associated with Plaintiff’s JP Morgan Chase Real
6 Estate Mortgage Trade Lines. Attached hereto and incorporated by reference herein as
7 **Exhibit 4** collectively, are recent confirmations from JP Morgan Chase Bank that it
8 requested Defendant EXPERIAN to remove the real estate mortgage trade lines.

9 16. On or about March 29, 2012, Plaintiff and U.S. Bank entered into a
10 settlement agreement, whereby U.S. Bank agreed to delete all of Plaintiff’s U.S. Bank
11 trade accounts from Plaintiff’s consumer credit profiles. Attached hereto and
12 incorporated by reference herein as **Exhibit 5** is a true copy of said settlement agreement.

13 17. Since July 16, 2012, U.S. Bank has directed EXPERIAN, TRANS UNION
14 and EQUIFAX to remove all U.S. Bank trade lines from Plaintiff’s consumer credit
15 reports, but Defendants have failed and refused to do so.

16 18. On or about April 27, 2012, Plaintiff and BMW Financial Services entered
17 into a settlement agreement, a true copy of which is attached hereto and incorporated by
18 reference herein as **Exhibit 6**, whereby BMW Financial Services agreed to report
19 Plaintiff’s account with BMW as “settled for less than the full balance”.

20 19. Since July 2012, BMW Financial Services has directed EXPERIAN,
21 TRANS UNION and EQUIFAX to report Plaintiff’s account as “settled for less than the
22 full balance” and Defendants have failed and refused to do so.

23 20. On or about July 11, 2012, Plaintiff and Capital One Auto Finance entered
24 into a settlement agreement, whereby Capital One Auto Finance agreed to remove all of
25 Plaintiff’s Capital One Auto Finance trade lines from Plaintiff’s consumer credit reports.
26 A true copy of said settlement agreement is attached hereto and incorporated by reference
27 herein as **Exhibit 7**.

1 21. Since July 11, 2012, Capital One Auto Finance has directed EXPERIAN,
2 TRANS UNION and EQUIFAX to remove all Capital One Auto Finance trade lines from
3 Plaintiff's consumer credit reports. Attached hereto and incorporated by reference as
4 **Exhibit 8** is a true copy of the instructions by Capital One Auto Finance to Defendants to
5 remove the trade lines.

6 22. Since July 11, 2012, Defendant EQUIFAX has failed and refused to remove
7 the Capital One Auto Finance trade lines from Plaintiff's consumer credit reports.

8 23. From January 2011 through August 2012, Plaintiff initiated multiple
9 reinvestigation requests with the Defendants TRANS UNION, EXPERIAN and
10 EQUIFAX, pursuant to 15 USC Section 1681i(a), disputing the accuracy of the credit
11 information that Defendants had reported on Plaintiff's consumer credit reports regarding
12 Plaintiff's trade lines with American Express, JP Morgan Chase, US Bank, BMW
13 Financial Services and Capital One Auto Finance (collectively "the credit information")
14 as inaccurate, pursuant to the FCRA. True copies of said reinvestigation requests are
15 attached hereto and incorporated by reference herein collectively as **Exhibit 9**.

16 24. Defendants failed to perform a reasonable investigation, to determine
17 whether the credit information was accurate or incomplete and record the current status
18 of the credit information, or delete it, in violation of 15 USC Section 1681i(a).

19 25. Defendant EXPERIAN failed to maintain reasonable procedures designed to
20 prevent the reappearance of the JP Morgan Chase trade line in Plaintiff's consumer credit
21 reports, and allowed derogatory information to reappear after it had been deleted, in
22 violation of 15 USC Section 1681i(a)(5)(B).

23 26. Defendants, in response to the Plaintiff's requests for reinvestigation,
24 verified that the disputed information was accurate and complete, even though they were
25 in possession of information which showed that the credit information they were
26 reporting on Plaintiff's consumer credit reports was not only inaccurate, but false, and
27 contrary to the agreements between Plaintiff and his creditors. Attached hereto and
28

1 incorporated by reference herein collectively as **Exhibit 10** are true copies of
2 correspondence between Plaintiff's counsel the Defendants, which correspondence
3 included copies of the above-referenced settlement agreements.

4 27. As a proximate result of the Defendants' violations of the Fair Credit
5 Reporting Act as herein alleged, Plaintiff has been damaged in an amount exceeding
6 \$75,000, in that Plaintiff has been unable to obtain loans, insurance or financial
7 opportunities due to the inaccurate credit information on his credit profiles, nor has he
8 been able to regrow his wealth, provide for his retirement, or run a business, and he
9 stands to lose opportunities in employment in his profession and field of expertise as an
10 officer and director of a public company, responsible for the finance department of that
11 public company, who is responsible for raising millions of dollars. Plaintiff's employer
12 has lost millions of dollars of opportunities due to Plaintiff's poor credit record, and has
13 threatened to dismiss the Plaintiff from his employment. The exact amount of said
14 damage is unknown to Plaintiff at this time, and Plaintiff will seek leave of Court to
15 amend this complaint when ascertained.

16 28. As a further proximate result of the Defendants' violation of the Fair Credit
17 Reporting Act, as herein alleged, Plaintiff has incurred and will continue to incur
18 attorney's fees and costs of suit.

19 29. Defendants' conduct was willful, deceitful, fraudulent, and reckless,
20 entitling Plaintiff to punitive damages under the FCRA.

21
22 SECOND COUNT FOR DECLARATORY AND INJUNCTIVE RELIEF

23 30. Plaintiff hereby repeats and realleges each and every allegation contained
24 within paragraphs 1 through 8, and paragraphs 10 through 29, and incorporates the same
25 by reference as though set forth in full herein.

26 31. An actual controversy has arisen and now exists between Plaintiff and
27 Defendants, whereby Plaintiff contends that the Defendants, since they are in possession
28

1 of information that is contrary to the information Defendants are reporting on Plaintiff's
2 consumer credit profiles, have a duty to delete the derogatory credit information from
3 Plaintiff's consumer credit profiles, and Defendants contend that they have no such duty
4 and can conduct reinvestigations on Plaintiff's credit profiles by merely sending out
5 verification forms to Plaintiff's creditors.

6 32. Plaintiff desires a judicial determination from this Court that Defendants
7 have the duty to correct and delete the credit information on Plaintiff's consumer credit
8 profiles in accordance with Plaintiff's agreements with his creditors.

9 33. Plaintiff is the president of a publicly held company and is required by his
10 employer to maintain a spotless credit record, at the expense of losing his job. Unless
11 Defendants are enjoined and restrained from reporting the derogatory credit information
12 on Plaintiff's consumer credit profiles, and continue to report inaccurate information that
13 is contradictory to what the Plaintiff and his creditors have agreed, it will cause Plaintiff
14 irreparable injury unless the injunction is issued, in that he will lose his executive
15 position as president of a publicly held company.

16 34. Plaintiff has no adequate remedy at law for the injuries currently being
17 suffered and will suffer irreparable and permanent injury in that, unless Defendants are
18 enjoined and restrained from reporting on Plaintiff's credit as agreed, Plaintiff will suffer
19 injury to his credit record and will lose his job as president of a publicly held company.

20
21 WHEREFORE, Plaintiff prays for relief as follows:

- 22 1. For a preliminary and permanent injunction, enjoining and restraining the
23 Defendants from engaging in further violations of the FCRA, and from reporting any
24 information that is contrary to the information agreed upon by Plaintiff and his creditors;
- 25 2. For statutory or compensatory damages according to proof;
- 26 3. For punitive and exemplary damages according to proof;
- 27 4. For costs of suit and reasonable attorney's fees; and
- 28


KENNETH EADE (SBN 93774),
Attorney for Plaintiff
IZAK ENGELBRECHT

Please take notice that the Plaintiff demands a jury trial in this action.


KENNETH EADE (SBN 93774),
Attorney for Plaintiff
IZAK ENGELBRECHT

VERIFICATION

I, IZAK ENGELBRECHT, hereby declare as follows:

I am the plaintiff in this matter. I have read the foregoing complaint and know the contents thereof.

The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 7th day of September, 2012, at Redlands, California.



IZAK ENGELBRECHT

EXHIBIT 1



American Express GCO
1801 NW 66th Ave Suite 103
Mailcode 95-01-04
Plantation, FL 33313

June 3, 2011

Kenneth G. Eade, Esq.
Attorney at Law
6399 Wilshire Blvd. Suite 507
Los Angeles, CA 90048

Re: Izak Zirk Engelbrecht
SSN: [REDACTED] 114
Notice of Action under Fair Credit Reporting Act
And Fair Debt Collection Practices Act

Dear Mr. Eade,

My name is Joseph Diaz. I am with American Express' General Counsel's Office, the Litigation Group, located in Miramar Florida. Your correspondence directed at American Express' internal Credit Reporting Unit has been rerouted to my attention. I apologize for any delay in this response as it certainly was unintentional.

Concerning your letter dated May 20, 2011, as it relates to a monetary settlement arrangement with Nationwide Credit involving Mr. Izak Engelbrecht as a Basic Cardmember on an American Express Card account(s), I have been unable to locate the aforesaid account or settlement agreement.

My investigation has nevertheless, determined that Mr. Engelbrecht had previously held supplemental American Express Cards with multiple primary or basic Cardmembers. Due to privacy issues, I am unable to share with you the current status of those accounts or if there are or are not being reported via the three national credit repositories. Nonetheless, American Express' internal Credit Bureau Unit has informed me that instructions have been sent to the three national credit repositories; Equifax Information Service Center, TRW Information Services now known as Experian, and Trans Union National Maintenance Center to delete any reporting of the account(s) in question; in spite of the fact that American Express is unable to verify the settlement agreement you've alluded to.

Mr. Eade, enclosed please find an internal communiqué between American Express' General Counsel's Office and American Express' internal credit reporting unit acknowledging the aforesaid instructions to the national credit repositories. Please note that this communiqué is strictly for internal use and has not been shared or sent to any of the aforementioned credit repositories.

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06/15/2011 12:05 180157 51

PAGE 02/04

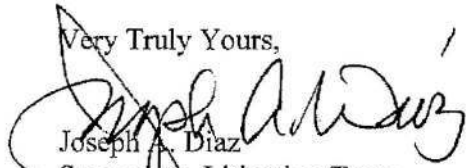
Izak Zirk Engelbrecht

June 3, 2011

Page 2

Should you have any further questions or concerns, I can be reached at the below contact information.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Joseph A. Diaz", is written over the typed name.

Joseph A. Diaz

Supervisor, Litigation Team

American Express general counsel's Office

954.704.6003

joseph.a.diaz@aexp.com

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06/15/2011 12:05 180157 31

PAGE 03/04

Fax Server 6/3/2011 2:18:10 AM PAGE 1/001 Fax Server



American Express Cards
Credit Bureau Unit
PO Box 981537
El Paso, TX 79998

Date: 6/3/11

Company/Party Requesting Fax: GENERAL COUNSEL OFFICE

Attention: JOSEPH A DIAZ

Fax Number: 6234443141

RE: IZAK ENGELBRECHT

Social Security Number: XXX-XX-9114

Account Identifier: 010545855012372431

In response to a request by the above customer, this is to confirm that we advised the credit reporting agencies listed, to delete all information regarding this account.

Trans Union Corporation
PO Box 1000
Chester, PA 19022
(800) 888-4213

Equifax Credit Information Service Center
PO Box 740241
Atlanta, GA 30374-0256
(800) 685-1111

Experian
701 Experian Parkway
PO Box 2002
Allen, TX 75013-0036
(888) 397-3742

Sincerely,

J. Hamilton
Credit Bureau Unit
American Express
(800) 874-2717
(623) 444-3002 FAX

Dg. 12
Exh. 1

06/15/2011 12:05 180157 51

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Fax Server

6/3/2011 2:18:09 AM PAGE 1/001 Fax Server



American Express Cards
Credit Bureau Unit
PO Box 981537
El Paso, TX 79998

Date: 6/3/11

Company/Party Requesting Fax: GENERAL COUNSEL OFFICE

Attention: JOSEPH A DIAZ

Fax Number: 6234443141

RE: IZAK ENGELBRECHT

Social Security Number: XXX-XX-9114

Account Identifier: 019589586019319831

In response to a request by the above customer, this is to confirm that we advised the credit reporting agencies listed, to delete all information regarding this account.

Trans Union Corporation
PO Box 1000
Chester, PA 19022
(800) 888-4213

Equifax Credit Information Service Center
PO Box 740241
Atlanta, GA 30374-0256
(800) 685-1111

Experian
701 Experian Parkway
PO Box 2002
Allen, TX 75013-0036
(888) 397-3742

Sincerely,

J. Hamilton
Credit Bureau Unit
American Express
(800) 874-2717
(623) 444-3002 FAX

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Evk 1.

EXHIBIT 2



Credit Report Prepared For:
IZAK ZIRK ENGELBRECHT
Report as Of: 8/7/2012



Personal & Confidential
Please Keep in a safe place for your records.

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IZAK ZIRK ENGELBRECHT
Report As Of: 8/7/2012

CreditScore.com

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IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Personal Information

Here you will find your personal information, including your legal name(s), year of birth, current and previous addresses, and current and previous employers.

Profile	Experian	Equifax	TransUnion
			
Name	ZIRK Z ENGELBRECHT	IZAK ZIRK ENGELBRECHT	IZAK ZIRK ENGELBRECHT
(Also Known As) AKA	IZAK ZIRK ENGELBRECHT	IZAK Z ENGELBRECHT	ENGELBRECHT, IZAK, ZIRK
Year of Birth	[REDACTED]	[REDACTED]	[REDACTED]
Address(es)	[REDACTED] REDLANDS, CA	[REDACTED] REDLANDS, CA	[REDACTED] REDLANDS, CA
	[REDACTED] REDLANDS, CA	[REDACTED] SAN DIEGO, CA	[REDACTED] REDLANDS, CA
	[REDACTED] REDLANDS, CA	[REDACTED] REDLANDS, CA	[REDACTED] REDLANDS, CA
Current Employer	CASABLANCA MINING LTD	CASABLANCA MINING LTD	THE ASHTON CORP
Previous Employer		SUPRAFAN INC	CASABLANCA MINING LTD

Personal Statement

This space is reserved for statements of dispute. For most consumers, no information appears in this section.

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[Bankruptcies](#)
[Credit Inquiries](#)
[Credit Cards & Loans](#)
[Credit Score](#)

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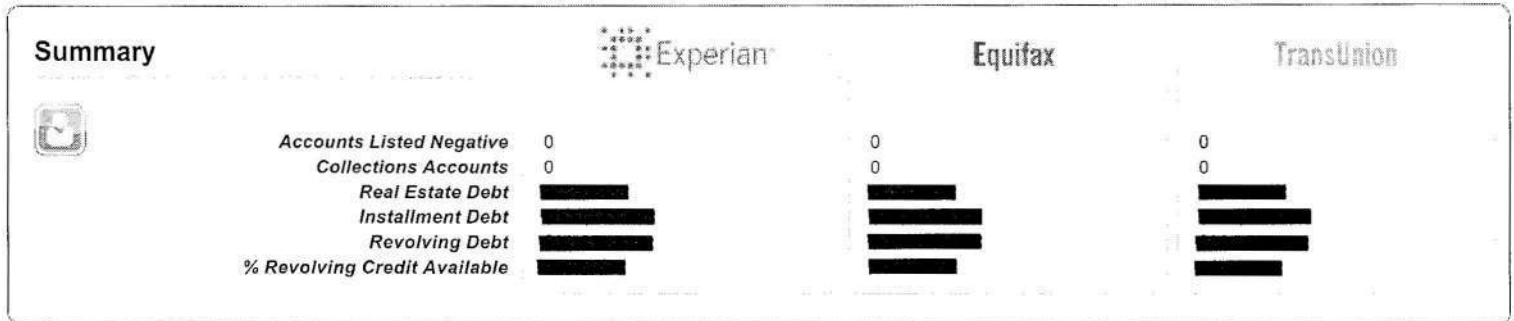
IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Report Summary

This section provides you some of the most important data points on the credit report.



Personal Information

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Bankruptcies

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IZAK ZIRK ENGELBRECHT
Report As Of: 8/7/2012

CreditScore.com

Bankruptcy & Court Judgments

Here you will find any court-related information, including bankruptcies, state and county court records, tax liens, monetary judgments, and in some states, overdue child support payments. Remember, bankruptcies remain on your report for 7-10 years.

Federal tax lien released



Date Filed 11/4/2009
Reference # SQ20090480374
Court SAN BERNARDINO CO REC
Plaintiff
Liability \$22,201.00
Asset Amount

Experian

Equifax

TransUnion

State tax lien released



Date Filed 3/24/2009
Reference # SQ20090124922
Court SAN BERNARDINO CO REC
Plaintiff
Liability \$1,111.00
Asset Amount

Experian

Equifax

TransUnion

3/24/2009
20090124922
Recorder of Deeds
STATE OF CALIFORNIA
\$1,111.00

Released Tax Lien



Date Filed 3/1/2009
Reference # 20110312822
Court SNBERN REC
Plaintiff
Liability \$1,111.00
Asset Amount

Experian

Equifax

TransUnion

Federal tax lien released



Date Filed 9/26/2008
Reference # SQ20080434688
Court SAN BERNARDINO CO REC
Plaintiff
Liability \$30,485.00
Asset Amount

Experian

Equifax

TransUnion

Personal Information

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IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Bankruptcy & Court Judgments

Here you will find any court-related information, including bankruptcies, state and county court records, tax liens, monetary judgments, and in some states, overdue child support payments. Remember, bankruptcies remain on your report for 7-10 years.

Released Tax Lien		Experian	Equifax	TransUnion
	Date Filed Reference # Court Plaintiff Liability Asset Amount		9/1/2008 20080434688 SNBERN REC \$30,485.00	

State tax lien released		Experian	Equifax	TransUnion
	Date Filed Reference # Court Plaintiff Liability Asset Amount	1/22/2008 SQ20080028744 SAN BERNARDINO CO REC \$19,970.00		1/22/2008 20080028744 Recorder of Deeds STATE OF CALIFORNIA \$19,900.00

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IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Credit Inquiries

Here you will find the names of those who have obtained a copy of your credit report, including lenders, landlords and employers. Remember, inquiries remain on your report for up to 2 years.

AT&T SERVICES, INC.



Business Name
Inquiry Date
Business Type

No Phone Provided

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



Equifax

TransUnion

AT&T SERVICES, INC.
6/7/2012
Telephone Companies

ADP/B M W OF RIVERSIDE



Business Name ADP/B M W OF RIVERSIDE
Inquiry Date 4/20/2012
Business Type Automobile Dealers, New

909-785-4444

7850 INDIANA AVE
RIVERSIDE, CA 92504



Equifax

TransUnion

BMW OF RIVERSIDE
4/20/2012
Automobile Dealers, New

BMW OF RIVER
4/20/2012
Automotive

CAP ONE



Business Name CAP ONE
Inquiry Date 1/28/2012
Business Type Bank Credit Cards

No Phone Provided

PO BOX 30281
SALT LAKE CITY, UT 84130



Equifax

TransUnion

CAP ONE
1/28/2012
Banks and S&Ls

CAPITAL ONE BANK USA



Business Name
Inquiry Date
Business Type

No Phone Provided

15000 CAPITAL ONE DRIVE
PO# 12000-0000130428
RICHMOND, VA 23238



Equifax

TransUnion

CAPITAL ONE BANK USA
1/28/2012
All Banks

Personal Information

Report Summary

Bankruptcies

Credit Inquiries **Page 1 of 4**

Credit Cards & Loans

Credit Score

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IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012


CreditScore.com


Credit Inquiries

Here you will find the names of those who have obtained a copy of your credit report, including lenders, landlords and employers. Remember, inquiries remain on your report for up to 2 years.

DIRECTV		Experian	Equifax	TransUnion
	Business Name Inquiry Date Business Type	DIRECTV 12/27/2011 Miscellaneous Utilities		
No Phone Provided 2230 EAST IMPERIAL HIGHWAY MAIL STATION LA1/N367 EL SEGUNDO, CA 90245				

VERIZON COMMUNICATIONS		Experian	Equifax	TransUnion
	Business Name Inquiry Date Business Type	VERIZON COMMUNICATIONS 12/27/2011 Local Telephone Service Providers		
No Phone Provided 99 SHAWN RD, FLR 2 RM 20 COCKEYSVILLE, MD 21030				

EVRGREEN PRO		Experian	Equifax	TransUnion
	Business Name Inquiry Date Business Type	EVRGREEN PRO 10/11/2011 Collection services		
206-223-1676 12100 NE 195TH STR SUITE 180 BOTHELL, WA 98011				

CAPITAL ONE FINANCE		Experian	Equifax	TransUnion
	Business Name Inquiry Date Business Type	CAPITAL ONE FINANCE 5/10/2011 Bank Credit Cards		
703-208-2600 4851 COX RD GLEN ALLEN, VA 23060				

IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Credit Inquiries

Here you will find the names of those who have obtained a copy of your credit report, including lenders, landlords and employers. Remember, inquiries remain on your report for up to 2 years.

MONARCH RECOVERY MANAG



Equifax

TransUnion



Business Name MONARCH RECOVERY MANAG
Inquiry Date 5/4/2011
Business Type Finance Companies - non specific

215-281-7500
 10965 DECATUR RD
 PHILADELPHIA, PA 19154

VERIZON COMMUNICATIONS



Equifax

TransUnion



Business Name VERIZON COMMUNICATIONS
Inquiry Date 4/26/2011
Business Type Local Telephone Service Providers

No Phone Provided
 99 SHAWN RD, FLR 2 RM 20
 COCKEYSVILLE, MD 21030

WINN LAW GROUP A PROF



Equifax

TransUnion



Business Name WINN LAW GROUP A PROF
Inquiry Date 1/17/2011
Business Type Legal And Related Services

714-446-6686
 110 E WILSHIRE AVE STE 2
 FULLERTON, CA 92832

T-MOBILE



Equifax

TransUnion



Business Name
Inquiry Date
Business Type

T-MOBILE
 12/16/2010
 Utilities and fuel

800-318-9270
 12920 SE 38TH STRE
 BELLEVUE, WA 98006

Personal Information

Report Summary

Bankruptcies

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Credit Cards & Loans

Credit Score


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IZAK ZIRK ENGELBRECHT
Report As Of: 8/7/2012

CreditScore.com

Credit Inquiries

Here you will find the names of those who have obtained a copy of your credit report, including lenders, landlords and employers. Remember, inquiries remain on your report for up to 2 years.

NETWORK COMMERCIAL SER		Experian	Equifax	TransUnion
	Business Name NETWORK COMMERCIAL SER Inquiry Date 12/10/2010 Business Type Other Collection Agencies			
818-343-4800 6355 TOPANGA CANYON BLVD WOODLAND HILLS, CA 91367				

ASSOC RCVRY		Experian	Equifax	TransUnion
	Business Name ASSOC RCVRY Inquiry Date 10/29/2010 Business Type Collection services			
760-735-2700 201 GRAND AVE ESCONDIDO, CA 92025				

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Exh. 2

IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Credit Cards, Loans & Other Debt

Here you will find specific information on each account you opened, including current status and any past due information. Positive credit information remains on your report indefinitely. Creditor contact information has been provided in order to make it easier for you to resolve any issues.

AMEX

Experian

Equifax

TransUnion



Potentially Negative Closed

800-874-2717

P.O. BOX 981537
EL PASO, TX 79998

Account Name
Account #
Account Type
Balance
Past Due
Date Opened
Account Status
Mo. Payment
Payment Status
High Balance
Limit
Terms
Comments

AMEX
349991044263XXXX
Open account
\$0.00
\$0.00
3/22/1984
Closed

Unrated
\$209,724.00

Dispute resolved; consumer
disagrees/account closed by
consumer

24/Mo Payment History

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Experian																								
Equifax																								
TransUnion																								

BMW FINANCIAL SERVICES

Experian

Equifax

TransUnion



Potentially Negative Closed

800-578-5000

5515 PARKCENTER CIR
DUBLIN, OH 43017

Account Name BMW FINANCIAL SERVICES
Account # 400078XXXX
Account Type Auto Lease
Balance \$108,690.00
Past Due \$108,690.00
Date Opened 2/1/2007
Account Status Closed
Mo. Payment
Payment Status Charge-off
High Balance
Limit
Terms 60 Months
Comments Account in dispute-reported by subscriber

BMW FIN SVC
400078XXXX
Installment account
\$106,665.00
\$65,000.00
2/2/2007
Closed
\$5,668.00
Charged off as bad debt
\$320,395.00
60 Months
Account information disputed by consumer

24/Mo Payment History

Month	2010												2011												2012											
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY												
Experian	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD	KD												
Equifax																																				
TransUnion																																				

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IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Credit Cards, Loans & Other Debt

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CAPITAL ONE AUTO FIN

Experian

Equifax

TransUnion



Potentially Negative Closed

No Phone Provided

3901 NORTH DALLAS TOLLWAY
PLANO, TX 75093

Account Name
Account #
Account Type
Balance
Past Due
Date Opened
Account Status
Mo. Payment
Payment Status
High Balance
Limit
Terms
Comments

CAPITAL ONE AUTO FIN
6206211029341XXXX
Installment
\$0.00

2/1/2006
Closed
\$1,349.00
Bad debt & placed for collection & skip
\$81,000.00

SETTLEMENT ACCEPTED ON THIS ACCOUNT
PAID CHARGE OFF

24/Mo Payment History

	2010						2011						2012					
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Experian																		
Equifax	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion																		

CHASE

Experian

Equifax

TransUnion



Potentially Negative Closed

800-955-9900

PO BOX 24696
COLUMBUS, OH 43224

Account Name
Account #
Account Type
Balance
Past Due
Date Opened
Account Status
Mo. Payment
Payment Status
High Balance
Limit
Terms
Comments

CHASE
156301126XXXX
Conventional Real Estate Loan,
Including Purchase Money First
\$0.00
\$0.00
10/1/2006
Closed
Credit Grantor reclaimed collateral to
settle defaulted mortgage
30 Months
Account was in dispute-now
resolved-reported by subscriber

24/Mo Payment History

	2006						2007						2008					
Month	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Experian	ND	ND	ND	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	30	60	90	120	120
Equifax																		
TransUnion																		

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IZAK ZIRK ENGELBRECHT

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Credit Cards, Loans & Other Debt

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BARCLAYS BANK DELAWARE



Equifax

TransUnion



Current

302-255-8000

125 S WEST ST
WILMINGTON, DE 19801

Account Name BARCLAYS BANK DELAWARE
Account # 00012363597XXXX
Account Type Credit Card
Balance \$31,251.00
Past Due
Date Opened 4/1/2010
Account Status Open
Mo. Payment \$666.00
Payment Status Current
High Balance \$39,369.00
Limit \$35,000.00
Terms Revolving
Comments

BRCLYSBANKDE
 00012XXXX
 Revolving account
 \$31,251.00
 \$0.00
 4/21/2010
 Open
 \$666.00
 Paid or paying as agreed
 \$39,369.00
 \$35,000.00
 Minimum

24/Mo Payment History

	2010						2011						2012					
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

CHASE



Equifax

TransUnion



Current

800-955-9900

PO BOX 15298
WILMINGTON, DE 19850

Account Name CHASE
Account # 43885760XXXX
Account Type Flexible Spending Credit Card
Balance \$7,779.00
Past Due
Date Opened 3/1/2010
Account Status Open
Mo. Payment \$170.00
Payment Status Current
High Balance \$10,772.00
Limit \$10,000.00
Terms Revolving
Comments

CHASE
 43885760XXXX
 Revolving account
 \$7,779.00
 \$0.00
 3/1/2010
 Open
 \$170.00
 Paid or paying as agreed
 \$10,772.00
 \$10,000.00
 Minimum

24/Mo Payment History

	2010						2011						2012					
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

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IZAK ZIRK ENGELBRECHT

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CreditScore.com

Credit Cards, Loans & Other Debt

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FRD MOTOR CR		Experian	Equifax	TransUnion																					
	Current																								
800-727-7000	Account Name	FMC-OMAHA SERVICE CT	FRD MOTOR CR																						
POB 542000	Account #	4334XXXX	4334XXXX																						
OMAHA, NE 68154	Account Type	Installment	Installment account																						
	Balance		\$4,618.00																						
	Past Due		\$0.00																						
	Date Opened	12/1/2007	12/27/2007																						
	Account Status	Open	Open																						
	Mo. Payment		\$659.00																						
	Payment Status	Pays account as agreed	Paid or paying as agreed																						
	High Balance	\$39,586.00	\$39,586.00																						
	Limit																								
	Terms		60 Months																						
	Comments	AUTO																							
24/Mo Payment History																									
	2010	2011												2012											
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		
Equifax	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		
TransUnion	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		

FORD CRED		Experian	Equifax	TransUnion																					
	Current																								
No Phone Provided	Account Name	FORD CRED																							
PO BOX BOX 542000	Account #	4334XXXX																							
OMAHA, NE 68154	Account Type	Auto Loan																							
	Balance	\$4,618.00																							
	Past Due																								
	Date Opened	12/1/2007																							
	Account Status	Open																							
	Mo. Payment	\$659.00																							
	Payment Status	Current																							
	High Balance																								
	Limit																								
	Terms	60 Months																							
	Comments																								
24/Mo Payment History																									
	2010	2011												2012											
Month	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		
Equifax	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		
TransUnion	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		

IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Credit Cards, Loans & Other Debt

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MB FIN SVCS		Experian	Equifax	TransUnion																				
	Current	Account Name	MB FIN SVCS																					
		Account #	110034474031XXXX																					
		Account Type	Installment account																					
No Phone Provided		Balance																						
		Past Due																						
		Date Opened	6/1/2003																					
		Account Status	Open																					
		Mo. Payment	\$461.00																					
		Payment Status	Paid or paying as agreed																					
		High Balance	\$22,169.00																					
		Limit																						
		Terms	48 Months																					
		Comments																						
24/Mo Payment History																								
	2001	2002												2003										
Month	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Experian																								
Equifax																								
TransUnion																								
	OK																							

NISSAN-INFINITI LT		Experian	Equifax	TransUnion																				
	Current	Account Name	NISSAN-INFINITI LT																					
		Account #	2500525XXXX																					
		Account Type	Installment																					
800-777-6116		Balance	\$0.00																					
		Past Due																						
		Date Opened	10/1/2000																					
		Account Status	Open																					
		Mo. Payment	\$433.00																					
		Payment Status	Pays account as agreed																					
		High Balance	\$15,588.00																					
		Limit																						
		Terms																						
		Comments																						
24/Mo Payment History																								
	2001	2002												2003										
Month	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Experian																								
Equifax	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion																								

IZAK ZIRK ENGELBRECHT

Report As Of: 8/7/2012

CreditScore.com

Credit Cards, Loans & Other Debt

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TOYOTA MOTOR CREDIT CO



Equifax

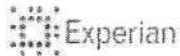
TransUnion

Current 949-261-7744 2600 MICHELSON DR STE 50 IRVINE, CA 92612	Account Name	TOYOTA MOTOR CREDIT CO	TOYOTA MOTOR CREDIT	TOYOTA MTR
	Account #	7040016476726XXXX	7040016476726XXXX	7040016476726XXXX
	Account Type	Auto Loan	Installment	Installment account
	Balance	\$1,558.00		\$1,558.00
	Past Due			\$0.00
	Date Opened	10/1/2006	10/1/2006	10/1/2006
	Account Status	Open	Open	Open
	Mo. Payment	\$382.00		\$382.00
	Payment Status	Current	Pays account as agreed	Paid or paying as agreed
	High Balance Limit		\$21,732.00	\$21,732.00
	Terms	72 Months		72 Months
	Comments	Account was in dispute-now resolved-reported by subscriber	CONSUMER DISPUTES - REINVESTIGATION IN PROGRESS AUTO	Dispute resolved reported by grantor

24/Mo Payment History

	2010								2011								2012							
Month	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

USBANK



Equifax

TransUnion

Current No Phone Provided 1010 SOUTH SEVENTH STREET EP-MN-TT2C MINNEAPOLIS, MN 55415	Account Name	USBANK
	Account #	449185000001XXXX
	Account Type	Revolving or Option
	Balance	\$0.00
	Past Due	
	Date Opened	2/1/2005
	Account Status	Open
	Mo. Payment	
	Payment Status	Pays account as agreed
	High Balance Limit	\$15,000.00
	Terms	
	Comments	

24/Mo Payment History

	2004					2005					2006				
Month	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Experian															
Equifax															
TransUnion															

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


IZAK ZIRK ENGELBRECHT





Report As Of: 8/7/2012

CreditScore.com

Credit Cards, Loans & Other Debt

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CITI			
 Current Closed	Account Name CITI Account # 54241803XXXX Account Type Credit Card Balance Past Due Date Opened 9/1/2000 Account Status Closed Mo. Payment Payment Status Paid satisfactorily High Balance \$19,090.00 Limit \$12,800.00 Terms Revolving Comments Credit line closed-consumer request-reported by subscriber		
No Phone Provided PO BOX 6241 SIOUX FALLS, SD 57117			
24/Mo Payment History			
	2001	2002	2003
Month	APR MAY JUN JUL AUG SEP OCT NOV DEC	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC	JAN FEB MAR
Experian	OK OK OK OK OK OK OK OK	OK OK OK OK OK OK OK OK	OK OK OK
Equifax			
TransUnion			

CITICARDS CBNA			
 Current Closed	Account Name CITICARDS CBNA Account # 54241803XXXX Account Type Revolving or Option Balance \$0.00 Past Due Date Opened 9/1/2000 Account Status Closed Mo. Payment Payment Status Pays account as agreed High Balance Limit \$13,000.00 Terms Comments		
No Phone Provided P.O. BOX 6500 C/O CITI CORP SIOUX FALLS, SD 57117-6500			
24/Mo Payment History			
	2001	2002	2003
Month	APR MAY JUN JUL AUG SEP OCT NOV DEC	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC	JAN FEB MAR
Experian			
Equifax	OK OK OK OK OK OK OK OK	OK OK OK OK OK OK OK OK	OK OK OK
TransUnion			

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IZAK ZIRK ENGELBRECHT

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CreditScore.com

Credit Cards, Loans & Other Debt

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DISCOVER FIN SVCS LLC



Equifax

TransUnion



Current Closed

No Phone Provided

PO BOX 15316
WILMINGTON, DE 19850

Account Name DISCOVER FIN SVCS LLC
Account # 60110033XXXX
Account Type Credit Card
Balance
Past Due
Date Opened 12/1/1995
Account Status Closed
Mo. Payment
Payment Status Paid satisfactorily
High Balance \$10,220.00
Limit \$10,000.00
Terms Revolving
Comments Credit line closed-consumer request-reported by subscriber

DISCOVER FINANCIAL S
 60110033XXXX
 Revolving or Option
 \$0.00
 12/1/1995
 Closed
 Pays account as agreed
 \$10,220.00

DISCOVER FIN
 60110033XXXX
 Revolving account
 \$0.00
 \$0.00
 12/22/1995
 Closed
 Unrated
 \$9,177.00
 \$10,000.00

Account closed by consumer

24/Mo Payment History

	2003								2004								2005							
Month	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax																								
TransUnion	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

FRD MOTOR CR



Equifax

TransUnion



Current Closed

800-727-7000

POB 542000
OMAHA, NE 68154

Account Name FMC-OMAHA SERVICE CT
Account # 3061XXXX
Account Type Installment
Balance \$0.00
Past Due
Date Opened 4/1/2002
Account Status Closed
Mo. Payment \$1,150.00
Payment Status Pays account as agreed
High Balance \$41,400.00
Limit
Terms
Comments PAID ACCOUNT / ZERO BALANCE

FMC-OMAHA SERVICE CT
 3061XXXX
 Installment
 \$0.00
 4/1/2002
 Closed
 \$1,150.00
 Pays account as agreed
 \$41,400.00

FRD MOTOR CR
 3061XXXX
 Installment account
 \$0.00
 \$0.00
 4/1/2002
 Closed
 \$1,150.00
 Paid or paying as agreed
 \$41,400.00
 36 Months
 Closed

24/Mo Payment History

	2003								2004								2005							
Month	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax																								
TransUnion	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

IZAK ZIRK ENGELBRECHT

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CreditScore.com

Credit Cards, Loans & Other Debt

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FORD CRED

Experian

Equifax

TransUnion



Current Closed

No Phone Provided

PO BOX BOX 542000
OMAHA, NE 68154

Account Name FORD CRED
Account # 3061XXXX
Account Type Auto Loan
Balance
Past Due
Date Opened 4/1/2002
Account Status Closed
Mo. Payment
Payment Status Paid satisfactorily
High Balance
Limit
Terms 36 Months
Comments

24/Mo Payment History

	2003								2004								2005							
Month	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax																								
TransUnion																								

LAND RVR

Experian

Equifax

TransUnion



Current Closed

781-849-5376

25 BRAINTREE HILL PARK S
BRAINTREE, MA 02184

Account Name LAND RVR
Account # 4334XXXX
Account Type Auto Lease
Balance
Past Due
Date Opened 12/1/2007
Account Status Closed
Mo. Payment
Payment Status Paid satisfactorily
High Balance
Limit
Terms 30 Months
Comments

LAND ROVER CAPITAL G
4334XXXX
Installment
\$0.00
12/1/2007
Closed
\$999.00
Pays account as agreed
\$29,977.00

PAID ACCOUNT / ZERO BALANCE
AUTO

24/Mo Payment History

	2009								2010								2011							
Month	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Experian	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax																								
TransUnion																								

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Here you will find specific information on each account you opened, including current status and any past due information. Positive credit information remains on your report indefinitely. Creditor contact information has been provided in order to make it easier for you to resolve any issues.

TransUnion



Current Closed

Account Name	MB FIN SVCS
Account #	790006XXXX
Account Type	Auto Lease
Balance	
Past Due	
Date Opened	4/1/2007
Account Status	Closed
Mo. Payment	
Payment Status	Paid satisfactorily
High Balance	
Limit	
Terms	12 Months
Comments	

MB FIN SVCS
790006XXXX
Installment
\$0.00

4/1/2007
Closed

Pays account as agreed
\$5,159.00

MB FIN SVCS
790006XXXX
Installment account
\$0.00
\$0.00
4/23/2007
Closed
\$0.00
Paid or paying as agreed
\$5,159.00

12 Months
Closed

PAID ACCOUNT / ZERO BALANCE
AUTO

24/Mo Payment History

[illegible]

TransUnion



Current Closed

Account Name	MB FIN SVCS
Account #	101751XXXX
Account Type	Auto Loan
Balance	
Past Due	
Date Opened	4/1/2004
Account Status	Closed
Mo. Payment	
Payment Status	Paid satisfactorily
High Balance	
Limit	
Terms	60 Months
Comments	

MB FIN SVCS
101751XXXX
Installment
\$0.00

4/1/2004
Closed

Pays account as agreed
\$41,416.00

MB FIN SVCS
101751XXXX
Installment account
\$0.00
\$0.00
4/15/2004
Closed
\$0.00
Paid or paying as agreed
\$41,416.00

60 Months
Closed

PAID ACCOUNT / ZERO BALANCE
AUTO

24/Mo Payment History

[illegible]

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IZAK ZIRK ENGELBRECHT


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CreditScore.com

Credit Cards, Loans & Other Debt

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MB FIN SVCS		Experian	Equifax	TransUnion																																																																																																																																						
	Current Closed	Account Name Account # Account Type Balance Past Due Date Opened Account Status Mo. Payment Payment Status High Balance Limit Terms Comments	MB FIN SVCS 140040291024XXXX Installment \$0.00 1/1/2000 Closed \$1,000.00 Pays account as agreed \$36,000.00 CLOSED ACCOUNT PAID ACCOUNT / ZERO BALANCE																																																																																																																																							
No Phone Provided 2050 ROANOKE RD WESTLAKE, TX 76262-9616																																																																																																																																										
24/Mo Payment History																																																																																																																																										
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IZAK ZIRK ENGELBRECHT


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Credit Cards, Loans & Other Debt

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Payment History Legend

 Current	 30 Days Late	 Key Derogatory**
 No Data*	 60 Days Late	 Repossession or Foreclosure
	 90 Days Late	 Payment Plan
	 120 Days Late	

*Sometimes the credit bureaus do not have information from a particular month on file.

** For additional information on Key Derogatory, please see your Credit Report Guide.

Account Status Legend

 Current	 Current Closed	 Unknown
 Potentially Negative	 Potentially Negative Closed	

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Report As Of: 8/7/2012

CreditScore.com

Credit Score

Your Credit Score is a numerical representation of your credit worthiness that is used by most lenders and credit card issuers. Remember, Experian, Equifax and TransUnion has its own set of data in your credit file. That's why Credit Scores may vary between bureaus.

About your PLUS Score:

Your PLUS Score is formulated using the information in your credit file. Your PLUS Score can range between 330 and 830, with a higher score indicating a lower risk. There are many scoring models used in the marketplace. The type of score used, and its associated risk levels, may vary from lender to lender. But regardless of what scoring model is used, they all have one purpose: to summarize your creditworthiness. Keep in mind that your score is just one factor used in the application process. Other factors, such as your annual salary and length of employment, may also be considered by lenders when you apply for a loan.

What this means to you:

Credit scoring can help you understand your overall credit rating and help companies better understand how to serve you. Overall benefits of credit scoring have included faster credit approvals, reduction in human error and bias, consistency, and better terms and rates for American consumers through reduced costs and losses for lenders. While lenders may use different scoring models to determine how you score, and each major credit bureau has its own method for calculating credit scores, the scoring models have been fairly well standardized so that a score at one bureau is roughly equivalent to the same score at another.

DISCLAIMER

The PLUS ScoreSM, developed by Experian, is not an endorsement or guarantee of your credit worthiness as seen by lenders. The different risk levels presented here are for educational use only. Your PLUS Score can help you understand what factors impact your credit score.

Please be aware that there are many scoring models used in the marketplace, and each lender's scoring model has its own set of factors. How each lender weighs their chosen factors may vary, but the exact formula used to calculate your score is proprietary. In general, the higher your score, the better your chances are of obtaining favorable rates and terms.

Your PLUS Score was calculated using your actual data from your credit file on the day that you requested your report, making it comparable to most scoring models in the industry. Keep in mind however that other factors, such as length of employment and annual salary, are often taken into consideration by lenders when making decisions about you.

Also note that each bureau has its own set of data, resulting in a separate PLUS Score for each of your credit files.

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Experian

643

Equifax

632

TransUnion

646

Fair

Credit Category

330

580

850

Your Experian PLUS Score Explanation

Percentile: Your credit rating ranks *higher than 29.04%* of U.S. consumers.

What factors RAISE you PLUS Score:

- Credit cards are considered "maxed-out" when you have spent 90% or more of the credit limit. Lenders view you as someone who uses their credit responsibly and spends only what they can afford.
- Lenders recognize that with higher credit limits comes increased responsibility, and that you have managed to build strong relationships with other lenders. Your relatively high credit limits signal to lenders that you are a trustworthy candidate for new lines of credit.
- Credit Cards allow you to both spend money and decrease debt; unlike mortgages or installment loans where you only decrease debt. Lenders like to see multiple credit cards on your credit report, because they are able to use them to better determine your ability to manage your spending.
- You do not have any Public Records (i.e. bankruptcies, tax liens, and court judgments) on your credit report. Lenders see these issues as major barriers to extending additional credit.

What factors LOWER you PLUS Score:

- Missing payments is the most damaging thing you can do to your credit. The purpose of a credit score is to help lenders predict whether or not you will miss payments in the future, so even a single missed payment can significantly lower your score.
- You have spent more than half of the credit that has been extended to you, and lenders see this as a sign of irresponsible credit behavior. Ideally, you would pay off your balances every month or at least keep your credit-to-debt ratio under 15%.
- Every time you apply for a loan, credit card, or retail card an inquiry is recorded on your credit report. Having a lot of inquiries on your credit report worries lenders, because it is a sign that you may use credit and loans to supplement your income, and might be spending beyond your means.

Personal Information

Report Summary

Bankruptcies

Credit Inquires

Credit Cards & Loans

Credit Score **Page 1 of 3**

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Experian

643

Equifax

632

TransUnion

646

Fair

Credit Category

330

580

830

Your EquiFax PLUS Score Explanation

Percentile: Your credit rating ranks *higher than 26.73%* of U.S. consumers.

What factors RAISE you PLUS Score:

- You do not have any Public Records (i.e. bankruptcies, tax liens, and court judgments) on your credit report. Lenders see these issues as major barriers to extending additional credit.
- Lenders use credit reports and credit scores to predict whether or not you will meet future financial obligations. Having a longer credit history gives them more information to base those predictions on, and increases their confidence in you overall.

What factors LOWER you PLUS Score:

- Missing payments is the most damaging thing you can do to your credit. The purpose of a credit score is to help lenders predict whether or not you will miss payments in the future, so even a single missed payment can significantly lower your score.
- Without any open credit cards, it is difficult for lenders to predict whether or not you know how to use credit responsibly (i.e. paying your bills on time and keeping your balances low).
- Lenders recognize that obtaining and maintaining a mortgage requires more skill and discipline than other account types. People who have mortgages and pay them on time see an increase in their credit worthiness.

Personal Information

Report Summary

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Credit Score **Page 2 of 3**

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CreditScore.com™

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**643**

Equifax

632

TransUnion

646

Fair

Credit Category

330

580

830

Your TransUnion PLUS Score Explanation

Percentile: Your credit rating ranks **higher than 29.60%** of U.S. consumers.

What factors **RAISE** you PLUS Score:

- Credit cards are considered "maxed-out" when you have spent 90% or more of the credit limit. Lenders view you as someone who uses their credit responsibly and spends only what they can afford.
- Lenders recognize that with higher credit limits comes increased responsibility, and that you have managed to build strong relationships with other lenders. Your relatively high credit limits signal to lenders that you are a trustworthy candidate for new lines of credit.
- Credit Cards allow you to both spend money and decrease debt; unlike mortgages or installment loans where you only decrease debt. Lenders like to see multiple credit cards on your credit report, because they are able to use them to better determine your ability to manage your spending.
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- Every time you apply for a loan, credit card, or retail card an inquiry is recorded on your credit report. Having a lot of inquiries on your credit report worries lenders, because it is a sign that you may use credit and loans to supplement your income, and might be spending beyond your means.
- Lenders recognize that obtaining and maintaining a mortgage requires more skill and discipline than other account types. People who have mortgages and pay them on time see an increase in their credit worthiness.

Personal Information

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Credit Cards & Loans

Credit Score **Page 3 of 3**Pg. 42
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EXHIBIT 3

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of the latest date of the signature of any party hereto ("Effective Date") and is by and between Izak Engelbrecht ("Engelbrecht"), an adult individual, and JPMorgan Chase Bank, N.A., a national banking association ("Chase"). Engelbrecht and Chase will be collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, on or about October 6, 2006, Washington Mutual Bank ("WAMU") issued an option ARM home equity loan with negative amortization, identified as Loan Number 0734532484 (the "HELOC") concurrently with a \$1.9 million purchase money loan (the "Purchase Money Loan") for Engelbrecht to purchase a home located at [REDACTED], Big Bear Lake, California (the "Property");

WHEREAS, WAMU sold the property at a private Trustee's Sale on September 16, 2008;

WHEREAS, on September 25, 2008, WAMU collapsed and was seized by the U.S. Office of Thrift Supervision and put into receivership with the Federal Deposit Insurance Corporation ("FDIC"). On the same date, Chase acquired certain assets and assumed certain liabilities of WAMU from the FDIC acting as receiver, including the HELOC, and thereafter attempted to collect a deficiency balance on the HELOC from the Engelbrecht;

WHEREAS, on or about August 18, 2011, Engelbrecht filed a civil action styled *Engelbrecht v. JP Morgan Chase Bank, N.A., et al.*, Case Number 2:11-cv-06809-DSF (DTBx), pending in the United States District Court, Central District of California (the "Lawsuit") seeking Declaratory Relief, Injunctive Relief and Damages against Chase; and

WHEREAS, the Parties and their counsel, have agreed to resolve their claims against each other and forego proceeding with the Lawsuit, without admission of liability or wrongdoing, in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Deletion of Credit Line. Within thirty (30) days of the Effective Date, Chase will make an electronic request to the credit reporting agencies to which it reports to delete the trade line associated with the HELOC. Chase makes no representations regarding the timeframe within which the credit reporting agencies will update their records upon receipt of such request, and Engelbrecht acknowledges that Chase has no control over this process. If the trade line associated with the HELOC is not timely deleted by such credit reporting agencies, the sole responsibility of Chase shall be, upon the written request of Engelbrecht directed to counsel for Chase, to renew the request to such credit reporting agencies within thirty (30) days of

Engelbrecht's written request. Furthermore, Chase agrees to terminate any further collection or recovery efforts on said HELOC and henceforth to not perform any negative credit reporting of the HELOC to the credit reporting agencies to which it reports.

2. Representations and Warranties by Chase. Chase represents, warrants and covenants to Engelbrecht as follows:

2.1 This Settlement Agreement has been duly approved by all requisite action of Chase, which has the full power and authority to execute, deliver and perform this Agreement and this Agreement constitutes a legal, valid and binding obligation of Chase, enforceable against it in any Court of Law or Equity; and

2.2 Chase is not aware of any pending or threatened claims which would affect said Party's ability to perform under this Agreement.

3. Representations and Warranties by Engelbrecht. Engelbrecht represents and warrants to Chase as follows:

3.1 Engelbrecht has the full power and authority to execute, deliver and perform this Agreement and this Agreement constitutes a legal, valid and binding obligation of Engelbrecht, enforceable against him in any Court of Law or Equity; and

3.2 Engelbrecht is not aware of any pending or threatened claims which would affect his ability to perform under this Agreement.

3.3 Engelbrecht represents that (i) he has not commenced, nor caused to be commenced, any civil action, litigation, claim or investigation relating to or concerning Chase, except those claims asserted in the lawsuit; and (ii) he has not assigned or transferred in any way the claims asserted in the lawsuit.

4. No Admission of Liability. This Agreement is a compromise and settlement of disputed claims and is entered into in order to avoid the expense and uncertainty of litigation. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of the Released Parties (as defined in Paragraph 7, below) of any liability or wrongdoing whatsoever, and each of its provisions, shall not be offered or received in evidence in any action or proceeding as an admission or concession of liability or wrongdoing of any nature on the part of the Released Parties.

5. Mutual Representation and Warranties by the Parties

5.1 All of the representations, warranties, covenants, and agreements contained in this Agreement are material and have been relied upon by each of the Parties hereto and shall survive the closing of the Agreement. The representations and warranties contained herein shall not be affected by any investigation, verification, or examination by any Party hereto or by anyone on behalf of such Party,

5.2 Each Party hereto acknowledges that he or it has had a full and fair opportunity to review this Agreement, understands all of its terms and provisions, and has consulted with an attorney of his or its choice before executing this Agreement. Each Party also acknowledges that no promises or inducements have been offered or given to him or it to persuade him or it to execute this Agreement, other than that consideration herein recited; that such Party is not relying on any representations or statements by any other Party in connection with this Agreement, other than representations and statements contained herein or instruments executed or delivered pursuant to this Agreement; and that this Agreement, together with instruments executed or delivered pursuant to this Agreement, is intended as a full accord and satisfaction of bona fide dispute concerning the relationship between the Parties; and

5.3 Each Party and its attorneys have made various statements and representations to the other Party and his or its attorneys during negotiations leading to this Agreement. Nevertheless, each Party specifically does not rely upon any statement, representation, legal opinion, or promise of any other Party or his or its counsel in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement. The representations and releases contained in this Agreement will survive the consummation of the transactions contemplated by this Agreement.

6. Closing and Dismissal with Prejudice

6.1 This Agreement shall close upon Chase providing proof, via confirmation letter, that it has made the electronic request to the credit reporting agencies to which it reports to delete the trade line associated with the HELOC.

6.2 Upon Closing, Engelbrecht shall immediately file a Request for Dismissal of the Lawsuit with prejudice.

7. Mutual Releases

7.1 Engelbrecht, for himself individually and for his respective heirs, estates, executors, administrators, personal representatives, successors, assigns, masters, principals, insurers, agents, and representatives intends to and does hereby jointly and severally release, acquit, and forever discharge Chase and its officers, directors, agents, servants, employees, attorneys, representatives, shareholders, beneficiaries, successors, predecessors, assigns, affiliates, insurers, administrators, and successors in interest; Chase's parent, holding, subsidiary, affiliated, and related entities; any business entity or division owning or controlling Chase in whole or in part; and any business entity or division owned or controlled in whole or in part by Chase (all of the foregoing persons and entities are hereinafter collectively referred to as the "Released Parties") from any and all past and present claims, contingent claims, counterclaims, third-party claims, liabilities, demands, lawsuits, judgments, actions, suits at law or in equity, causes of action, accountings, rights, obligations, covenants, contracts, agreements, damages, punitive damages, costs, fees, attorneys' fees, interest, and any liability of any kind or nature whatsoever, direct or derivative, known or unknown, choate or inchoate, and whether or not the Released Parties are at fault (the foregoing hereinafter collectively referred to as "Released Claims") that Engelbrecht had, now has, or claims to have had, against the Released Parties arising from or related to any and all matters, dealings, occurrences, duties, actions, failures to

act, omissions, events, obligations, covenants, contracts, agreements, sales, warranties, representations, documents, transactions, and instruments, including without limitation, the released claims that were or could have been brought in the Lawsuit or related to Chase's servicing or collecting of the HELOC (such servicing or collecting referred to as the "Transaction") from the beginning of time through and including the date of Closing.

7.2 Chase, on behalf of itself, its heirs, executors, administrators, and assign, and in consideration of the mutual promises contained in this Release, hereby fully releases the Engelbrecht, his successors, officers, directors, and all other persons and associations, known or unknown, from all claims and all causes of action which it has or may have sustained, or which may be sustained, as a result or consequence of the Transaction.

7.3 The Parties hereby acknowledge and agree that this release applies to all claims set forth in Paragraphs 7.1 and 7.2, regardless of whether such claims, injuries, damages or losses are known or unknown, foreseen or unforeseen, or patent or latent.

7.4 The Parties understand and acknowledge that even if either Party should eventually suffer additional damages arising out of the claims released above, neither will be permitted to make any claim for those damages. Furthermore, each Party acknowledges that each intends these consequences even as to claims for damages that may exist as of the date of this release but which each Party does not know exist, and which, if known, would materially affect each Party's decision to execute this Agreement, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

7.5 The Parties each warrant and represent that in executing this release, each Party has been advised to and had the opportunity to seek independent legal counsel of their choice and rely on legal advice, that the terms of this release and its consequences have been completely read and explained to the Parties by that attorney, and that each Party fully understands the terms of this release. All persons executing this release on behalf of an entity have the full power and authority to execute this Release on behalf of that entity.

7.6. Each Party hereby waives application of Section 1542 of the Civil Code, and understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if any Party should eventually suffer additional damages arising out of the claims released above, neither will be permitted to make any claim for those damages. Furthermore, the Parties acknowledge that each intends these consequences even as to claims for damages that may exist as of the date of this release but which each Party does not know exist, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause. Section 1542 provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. Confidentiality.

8.1 The Parties agree that, except as otherwise required by law, court order, subpoena, financial and regulatory reporting requirements, this Agreement and its terms shall be kept confidential. The Parties further represent and warrant that neither they nor their attorneys or any individual working under the direction and/or employ of their attorneys (hereinafter collectively "attorneys") will directly or indirectly communicate, disclose, or discuss with any third party, entity, or person, any facts concerning the Lawsuit, including, without limitation, submitted, lodged, or filed briefs in the Lawsuit, opinions, rulings, and orders of the court related to the Lawsuit, the amount of the settlement, and the terms and conditions of this Agreement, except to their accountants for accounting or tax purposes, to regulators or as otherwise required by law. The Parties and their attorneys understand and agree that compliance with this confidentiality provision is a material term of this Agreement. The Parties and their attorneys further understand that the confidentiality provisions of this Agreement are continuing obligations that survive the performance of all other aspects of this Agreement, and that failure by either of the Parties or their attorneys to comply with the terms shall constitute a material breach of the Agreement.

8.2 Engelbrecht and his attorneys agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that relate to the allegations of the Lawsuit or that defame, disparage, or in any way criticize the personal or business reputation, practices, or conduct of Chase, its employees, directors, and officers. Engelbrecht and his attorneys acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, attorneys, clients, industry analysts, competitors, strategic partners, vendors, and employees (past and present).

8.3 Engelbrecht and his attorneys shall not post or otherwise disclose to any person or entity any information about the Lawsuit, paper or electronic documents generated or received in connection with the Lawsuit regardless of whether such documents were filed with the Court, the facts underlying the claims made in the Lawsuit against Chase, or this Agreement, and further shall not disclose such information and documents on the internet or any other paper or electronic media outlet, including but not limited to news organizations, websites or newspapers, publishers, blogs, Facebook, MySpace, Twitter, etc.

9. General Provisions

9.1 **Notices.** All notices, requests, demands, claims, and other communications under this Agreement must be in writing. Any notice, request, demand, claim, or other communication under this Agreement will be deemed duly given only if it is sent by registered, certified, or express mail, return receipt requested, postage prepaid, and must be addressed to the intended recipient as follows:

If to Engelbrecht:
Kenneth Eade, Attorney at Law
6399 Wilshire Blvd., Suite 507
Los Angeles, CA 90048

If to Chase:
Christopher L. Dueringer
Bryan Cave, LLP
120 Broadway, Suite 300
Santa Monica, CA 90401

Notices will be deemed given and received upon confirmation of receipt if sent by facsimile, the one day after pick-up if sent by reputable overnight courier, next day delivery service, or three (3) days after mailing if sent by certified or registered mail, or when delivered by express mail. Any Party may change the address to which notices, requests, demands, claims and other communications under this Agreement are to be delivered by giving the other Parties notice in the manner set forth above.

9.2 Entire Agreement. This Agreement constitutes the entire, full and complete agreement between the Parties concerning the subject matter of the Agreement, and shall supersede all prior agreements. No other representation has induced the Parties to execute this Agreement, and there are no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either Party unless executed in writing by all Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto, and their respective affiliated entities, trusts, successors-in-interest, assigns, representatives, directors, officers, employees, stockholders, and members.

9.3 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California.

9.4 Amendments in Writing. Any amendments to this Agreement must be in writing and signed by or on behalf of all Parties to the Agreement.

9.5 Enforceability; Waiver. Should any provision of this Agreement be found legally unconscionable, objectionable, or otherwise unenforceable, all other provisions of this Agreement will remain in full force and effect. No delay or omission on the part of any Party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

9.6 No Assignment of Any Rights or Claims. The Parties to this Agreement warrant that they have not previously transferred or assigned the claims released herein, and that they have the full right to execute this Agreement.

9.7 Survival. The warranties, representations, covenants and agreements contained in this Agreement will survive the closing of the transactions described herein indefinitely.

9.8 Section Headings. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and should not be deemed to define, limit, or extend the scope or intent of any section.

9.9 **Cooperation in Drafting.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any litigation concerning this Agreement, the same will not be construed against any Party.

9.10 **Expenses.** All expenses in connection with the Lawsuit and preparation of this Agreement and documents, including, without limitation, attorney's fees and costs, accounting fees and disbursements, shall be borne by the respective Parties incurring such expense, whether or not such transactions are consummated.

9.11 **Execution in Counterparts.** Separate copies of this Agreement shall constitute original documents which may be signed separately but which together will constitute one single agreement.

9.12 **Time is of the Essence.** Time is of the essence with regard to all terms and provisions set forth in this Agreement.

9.13 **No Third Party Beneficiaries.** Except as set forth herein, this Agreement shall not confer any rights or remedies under or by reason of this Agreement to or for the benefit of any person other than the Parties to this Agreement, nor shall this Agreement relieve or discharge the obligation or liability of any third persons to any Party. This Agreement shall not give any third persons any right of subrogation or action against any Party to this Agreement.

9.14 **Tax.** No tax advice has been offered or given by either Party in the course of these negotiations, and each Party is relying upon the advice of its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Agreement.

Dated: 4/5/12

By [Signature]
KENNETH EADE,
Attorney for Engelbrecht

Dated: 4/5/12

By [Signature]
IZAK ENGELBRECHT

BRYAN CAVE, LLP

Dated: 4/25/12

By [Signature]
REX PHILLIPS,
Attorneys for JPMorgan Chase Bank, N.A.

JP MORGAN CHASE BANK, N.A.

Dated: 5-01-12

By [Signature]
Authorized Officer

EXHIBIT 4

Chase (OH4-7302C)
3415 Vision Drive
Columbus, OH 43219-6009



May 03, 2012

Izak Zirk Engelbrecht
[REDACTED]

Redlands, CA [REDACTED]

Re: Loan Number *****0290

Credit Amendment

Dear Izak Zirk Engelbrecht:

We are writing in response to your recent request Chase received to update information on your credit report.

We sent an electronic notification to the major credit agencies (Equifax, Experian, Innovis, and TransUnion) requesting that they remove all references to account number ending in *****0290 from your credit history.

Please note: It can take up to 30 days for these agencies to update your information.

We appreciate your business. If you have questions, please call us at the telephone number below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angela Hinerman".

Angela Hinerman
Chase
(800) 848-9136
(800) 582-0542 TDD / Text Telephone
www.chase.com

CC571

Dg. 50
Pxh. 4

Chase (OH4-7304C)
3415 Vision Drive
Columbus, OH 43219-6009



May 09, 2012

Izak Zirk Engelbrecht

Redlands, CA

Re: Your Account Inquiry

Credit Amendment

Dear Izak Zirk Engelbrecht:

We are writing in response to your recent request Chase received to update information on your credit report.

We sent an electronic notification to the major credit agencies (Equifax, Experian, Innovis, and TransUnion) requesting that they remove all references to account number ending in *****2484 from your credit history.

Please note: It can take up to 30 days for these agencies to update your information.

We appreciate your business. If you have questions, please call us at the telephone number below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angela Hinerman".

Angela Hinerman
Chase
(800) 836-5656
(800) 582-0542 TDD / Text Telephone
www.chase.com

CC571

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EXHIBIT 5

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into between Izak Englebrecht ("Plaintiff") on the one hand, and U.S. Bank National Association ("U.S. Bank") on the other. Plaintiff and U.S. Bank are each referred to herein as "Party" and collectively as the "Parties."

RECITALS

A. On or about June 20, 2007, Plaintiff, as lessee, entered into a written lease agreement identified as lease number [REDACTED] 5289 ("Lease") to lease a 2007 Land Rover Range Rover with vehicle identification number [REDACTED] 587 ("Vehicle"). USB Leasing LT was the lessor under the Lease. USB Leasing LT is a subsidiary of U.S. Bank.

B. In or about January 2008, U.S. Bank repossessed the vehicle pursuant to a voluntary surrender by Plaintiff. U.S. Bank subsequently sold the Vehicle, resulting in a deficiency balance owed by Plaintiff under the terms of the Lease.

C. On January 20, 2012, Plaintiff filed a complaint in United States District Court, Central District of California, titled *Izak Englebrecht v. U.S. Bank, N.A.*, Case Number CV2-559-SVW (OPx) ("Action"). The complaint alleges three causes of action against U.S. Bank for violations of the Fair Credit Reporting Act ("FCRA"), declaratory relief and injunctive relief based on U.S. Bank's alleged wrongful reporting of the Lease and deficiency balance to credit reporting agencies ("Complaint").

D. On February 28, 2012, U.S. Bank filed a counterclaim against Plaintiff for breach of contract and common count based on his non-payment of the Lease deficiency balance in the approximate amount of \$41,555.03 ("Counterclaim").

D. U.S. Bank denies the claims alleged in the Complaint, including without limitation the allegations that U.S. Bank violated the FCRA by reporting the Lease to the credit reporting agencies, or that it committed any wrongdoing.

E. Plaintiff denies the claims alleged in the Counterclaim, including without limitation the allegation that he owes U.S. Bank any amount relative to the Lease.

F. The Parties now wish to resolve all claims and issues between them that were or could have been the subject to the Action.

G. By entering into this Agreement, neither party admits or acknowledges that it has done anything wrong, and this Agreement shall not in any way be construed as an admission of fault or liability.

SETTLEMENT TERMS

In light of the foregoing, the Parties hereby agree as follows:

1. Plaintiff shall pay to U.S. Bank the total sum of Twenty Thousand Dollars (US \$20,000.00) to be paid in four equal monthly installments of five thousand dollars (\$5,000.00) commencing on April 16, 2012 and continuing on the sixteenth day of each month thereafter with the final payment due July 16, 2012 (the "Settlement Payment"). The monthly payments shall be made by cashier's check made payable to "U.S. Bank National Association", and delivered to U.S. Bank c/o Melissa Green, 425 Walnut Street, Cincinnati, Ohio 45202.

2. Upon receipt of the final monthly installment payment (due July 16, 2012), U.S. Bank will submit a written or electronic Universal Data Form (or similar manual or electronic request) to Equifax, Experian, Innovis and Transunion (the "Credit Reporting Agencies") requesting that the trade line for the Lease account be deleted from Plaintiff's credit reports. U.S. Bank shall thereafter provide a letter to Plaintiff on its letterhead stating that a request has been submitted to the Credit Reporting Agencies to delete the Account. Plaintiff acknowledges

that U. S. Bank is a furnisher of credit information only, and not a credit reporting agency, and that U.S. Bank has no control of the contents of credit reports maintained by any Credit Reporting Agency. U.S. Bank can only make requests that changes be made to Plaintiff's credit history and cannot guarantee that such requests will be honored. Plaintiff acknowledges that U. S. Bank makes no warranty, nor has U. S. Bank or its counsel made any representations, regarding the effect the obligation(s) set forth above regarding deleting this credit information, will have, if any, on Plaintiff's credit score, creditworthiness, or ability to obtain credit.

3. Upon execution of this Agreement, and upon U.S. Bank's receipt of the full Settlement Amount identified in paragraph 1, the Parties shall dismiss the Complaint and Counterclaim, with prejudice, and with each side to bear their own attorneys fees and costs, by executing and filing a stipulation to dismissal of their respective claims.

4. Upon execution of this Agreement, and upon U.S. Bank's receipt of the full Settlement Amount identified in paragraph 1, each Party shall and hereby does remise, release and forever discharge the other, and its respective officers, directors, shareholders, subsidiaries, servants, agents, representatives, partners, managers, assigns, affiliates, successors, predecessors, employees, attorneys, heirs and all others, from any and all claims, demands, obligations, actions, liabilities or damages of every kind and nature in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present, and future, arising out of or in any way related to the Action, or the facts, circumstances or disputes alleged or that could have been alleged in the Action, including but not limited to claims arising in connection with the Vehicle or the Lease. It is understood and agreed that this is a full, complete, and final general release of any and all claims by the Parties as described as aforesaid, and the Parties agree that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demands, liabilities, actions, or causes of

action, in law, equity, or otherwise as well as those which are now known, anticipated, suspected, or disclosed concerning the Parties and arising out of or in any way related to the Action or the facts, circumstances or disputes alleged or that could have been alleged in the Action. The Parties acknowledge and agree that this release does not extend to any actions which may exist between the parties as it relates to other accounts Plaintiff has with U. S. Bank. The release is limited to the Action, the Vehicle and the Lease.

5. The Settling Parties shall each bear their own attorney's fees and costs.

6. The Parties expressly waive the provisions of California Civil Code Section 1542 effective upon the delivery of the Settlement Payment to U. S. Bank. Section 1542 states:

A general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

7. Plaintiff warrants and represents to U. S. Bank that he is the sole and lawful owner of all rights, title, and interests in and to all released matters, and that he has not heretofore assigned or transferred or purported to assign or transfer to any other person any released matter or any part or portion of any released matter.

8. Nothing in this Agreement shall be construed as affecting the Parties' ability to enforce any rights they may have with respect to any accounts, loans or lines of credit Plaintiff has with U. S. Bank other than the Lease, including without limitation any legal, contractual, equitable or other rights the Parties have with respect to any deposit, savings, credit card, loan or line of credit account Plaintiff now has, has had in the past, or may have in the future, with U. S. Bank.

9. Unless and to the extent otherwise required by law, each party agrees and covenants to keep all matters concerning this Agreement absolutely confidential forever and not to discuss the same with anyone, the only exceptions being that each Party may disclose to the court the

fact of the settlement (but not the terms) as required by law; may discuss the terms of this Agreement with his or her spouse or any attorney or accountant it may consult for professional advice, or directors, officers or employees of the party that need to know, but that his spouse any such attorney(s), accountant(s), director(s), officer(s) or employee(s) are to be advised of the covenant of confidentiality and may not disclose the terms or amount of this Agreement except as permitted herein; and each Party may disclose the terms of this Agreement if they file an action with the Court to enforce its terms. If any Party receives a request from a governmental authority or other Party acting with the force of law to disclose any information set forth in this Agreement, then such party shall notify the other parties and shall limit any disclosures to only those disclosures specifically required to comply with applicable law.

10. For purposes of interpretation, this Agreement shall be deemed to have been drafted by the Parties equally and no ambiguity shall be resolved against any Party by virtue of their participation in the drafting of this Agreement.

11. This Agreement contains all representations and warranties, express and implied, oral and written, of the parties, and the entire understanding and agreement between the parties, with respect to the subject matters hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein, and superseded and replaced in total by this Agreement. This is an integrated agreement. This Agreement may not be altered or modified except by a writing signed by all parties in interest at the time of the alteration or modification.

12. This Agreement, including without limitation the release herein, shall inure to the

benefit of and be binding on the Parties and their respective successors, heirs and assigns.

13. No breach of any provision hereof can be waived except in writing by the party against whom enforcement of the waiver is sought. Waiver of one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provisions hereof. Failure on the part of any party hereto to complain of any act or failure to act of any other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

14. In the event that litigation is commenced by any Party against any other Party concerning any aspect of this Agreement, reasonable attorneys' fees, expert witness fees and related costs shall be paid by the losing Party to the prevailing Party.

15. In the event that any Party initiates litigation against any other Party concerning any aspect of this Agreement, the litigation shall be brought in the California Superior Court, County of Los Angeles. The Parties agree that the United States District Court, Central District of California, will retain jurisdiction to enforce the terms of this agreement and (if necessary).

16. The Parties agree that this Agreement shall be construed under the laws of the State of California.

17. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete and original document. Facsimile signatures or those transmitted electronically will have the same force and effect as an original signature.

18. If any section or clause of this Agreement is found to be illegal or invalid or unenforceable for any reason, such section or clause shall be deemed to be modified to the minimum extent necessary to cure such illegality, invalidity, or unenforceability and the remaining sections and clauses of this Agreement will remain in full force and effect.

[The rest of this page is intentionally blank.]

19. Each Party affirms that it has secured all necessary approvals, if any, of this Agreement and that this Agreement is valid and fully binding on the Parties upon execution by all Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date indicated above.

IZAK ENGLEBRECHT

By: 

March 20, 2012

U.S. BANK NATIONAL ASSOCIATION

By: 

Name: Kirk Wilgobok

Title: VP RETAIL COLLECTIONS

March 28, 2012

APPROVED AS TO FORM:

LAW OFFICES OF KENNETH G. EADE

By: 

Kenneth G. Eade
Attorney for Plaintiff

March 29, 2012

APPROVED AS TO FORM:

BRYAN CAVEILL

By: 

Jonathan G. Fetterly
Attorney for U.S. Bank

March 29, 2012

EXHIBIT 6

SETTLEMENT AGREEMENT AND RELEASE

FOR A GOOD AND VALUABLE CONSIDERATION, herewith received, the undersigned, and each of them, hereby mutually release each other, their attorneys, their heirs, successors, and assigns, and any other person, partnership, corporation, and unincorporated association from each and every, all and singular, known and unknown, claims of whatever kind, nature or description that each now has or may hereafter acquire against each other as a result or by reason of the acts or omissions or both, which form the factual basis for the Complaint for BMW FINANCIAL SERVICES NA, LLC vs. ZIRK ENGELBRECHT, Case No. CIVDS916550, Superior Court, County of San Bernardino, State of California (the "Lawsuit"), and any and all available cross-actions.

RECITALS

(i) The Lawsuit that is the subject of Case No. CIVDS916550, Superior Court, County of San Bernardino, State of California arose as a result of a dispute between the parties as to the remaining balance owed on a BMW FINANCIAL SERVICES NA, LLC contract for the purchase of a 2006 Rolls Royce Phantom, BMW FINANCIAL SERVICES NA, LLC account number [REDACTED] 796.

(ii) WHEREAS, the parties have agreed to settle their differences, and resolve the Lawsuit as follows:

IT IS AGREED:

(1) The Parties hereto agree to a Stipulation for Entry of Judgment and Notice of Conditional Settlement (hereinafter "Stipulation"), which is incorporated herein by reference and is attached hereto as Addendum "A". The Stipulation memorializes inter alia, the terms of the settlement for the BMW FINANCIAL SERVICES NA, LLC account number [REDACTED] 796 (the "Account"): BMW FINANCIAL SERVICES NA, LLC agrees to accept and ZIRK ENGELBRECHT agrees to pay the total sum of \$10,800.00 (hereinafter the "Settlement"), to be paid in 4 monthly installments of \$2,700.00. All other terms of settlement are set forth in the Stipulation attached hereto as Addendum "A", as well as this Agreement.

(2) The Parties hereto agree that this Release shall not take full force and effect unless and until the Settlement has been paid in full.

(3) Should default occur in any of the payments for the Settlement, BMW FINANCIAL SERVICES NA, LLC reserves the right to proceed with entry of judgment for the full balance then due, owing and unpaid, less credit for any and all payments made, pursuant to the Stipulation, attached hereto as Addendum "A".

(4) In return for ZIRK ENGELBRECHT's payment of the Settlement to BMW FINANCIAL SERVICES NA, LLC account number [REDACTED] 796, and release as set forth in Paragraph 5, BMW FINANCIAL SERVICES NA, LLC for and on behalf of all of its past, present and future directors, officers, employees, agents, servants, attorneys, assigns, insurers, representatives, employers, partners, divisions, subsidiaries, predecessors and successors in interest and/or any succeeding bankruptcy estates, and all other persons, entities, associations, partnerships and corporations with whom any of the former have been, are now or may hereafter

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